

AGREEMENT

BETWEEN

THE HOUSING AUTHORITY

OF THE

CITY OF ELIZABETH

AND

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION
ADMINISTRATIVE AND CLERICAL EMPLOYEES

EFFECTIVE: JULY 1, 1992 THROUGH JUNE 30, 1995

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AGREEMENT

This Agreement between the "HOUSING AUTHORITY OF THE CITY OF ELIZABETH" (hereinafter called the "AUTHORITY") and Union Council No 8 New Jersey Civil Service Association, (hereinafter called the "ASSOCIATION").

WHEREAS, the AUTHORITY and the ASSOCIATION, after negotiation entered into a MEMORANDUM OF UNDERSTANDING for the period of July 1, 1992 throughout June 30, 1995.

WHEREAS, by proper procedure, it has been demonstrated that the ASSOCIATION represents the majority of employees in the clerical and administrative categories, and has been selected by them as their exclusive negotiating representative.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Housing Authority of the City of Elizabeth recognized as being represented by the ASSOCIATION as follows:

ARTICLE I
RECOGNITION

The AUTHORITY hereby recognized the ASSOCIATION as the exclusive collective negotiating representative of the clerical and administrative employees of the AUTHORITY, exclusive of the management employees. The recognition shall not be deemed to impair the Civil Service rights of any employee nor the constitutional right of any employee to join or not to join a Union or an Association.

ARTICLE II
MANAGEMENT FUNCTIONS AND RIGHTS

SECTION 1. Except as otherwise specifically provided hereinafter nothing in this Agreement shall preclude the right of the AUTHORITY, to

determine the standards of selection for employment, direct its employees, take disciplinary action, relieve its employees from duties because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation, determine the means, methods, and personnel by which its operations are to be conducted, determine the contents of job classifications, take all necessary actions to carry out its mission in emergencies and exercise the technology in the performance of its work.

SECTION 2. Nothing herein shall impair the rights of the United States pursuant to the Annual Contribution Contract with the AUTHORITY.

ARTICLE III
NON-DISCRIMINATION

The parties bind themselves not to discriminate against any person by reason of race, color, creed, sex, national origin, or handicap.

ARTICLE IV
PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

The AUTHORITY shall maintain its check-off monthly dues of each employee from whom it received voluntary written authorization and transmit to the ASSOCIATION a check in the amount of deductions so made. The ASSOCIATION shall indemnify and save harmless the AUTHORITY against any and all claims arising out of said check-off.

ARTICLE V
ASSOCIATION BUSINESS

The ASSOCIATION shall certify in writing to the AUTHORITY, the names of its officers, executive board members, stewards, any other officials, its grievance committee members and any changes thereto as may occur during the term of this Agreement.

For the purpose of processing a grievance, the steward shall be entitled to meet with the appropriate Manager or Supervisor and the aggrieved employee.

The ASSOCIATION shall have the right to select its stewards. The steward shall obtain permission from his supervisor prior to attending any grievance matters and he shall record his time in and time out.

The AUTHORITY shall permit a reasonable number of bulletin boards on its premises to be used for posting notices, job descriptions, announcements of meetings and appointments, and activities of a recreational or social nature. These bulletin boards shall not be labeled with the ASSOCIATION name. No notices shall be posted containing material of a controversial or political nature or which might conflict with the AUTHORITY rules and regulations. The ASSOCIATION agrees that it will not engage in recruitment activities during business hours. All bulletins shall be subject to approval by the Executive Director.

ARTICLE VI RETENTION OF EXISTING BENEFITS

Except as provided herein, all rights, privileges and benefits which the ASSOCIATION has enjoyed and is presently enjoying shall be maintained and continued by the AUTHORITY during the term of this Agreement.

ARTICLE VII PERSONNEL POLICY

The ASSOCIATION agrees to fully abide by all stipulations and regulations of the AUTHORITY personnel policy. The AUTHORITY agrees to make available a copy of the personnel policy to each employee.

ARTICLE VIII
SAVING CLAUSE

In the event that any Federal or State Legislation, governmental regulations or court decision cause invalidation of any section or article of this agreement, then all other sections and articles of this agreement shall remain in effect.

ARTICLE IX
GRIEVANCE PROCEDURE

Any dispute, difference or controversy involving the interpretation, application or enforcement of any provision of this Agreement, or the rules or regulations, policies or orders applicable to the AUTHORITY affecting the terms and conditions of employment or involving disciplinary matters shall be deemed a grievance to be processed as follows:

STEP I

Grievances shall be presented within five (5) business days of their occurrence. The employee shall report his grievance in writing and submit it to his immediate supervisor. The answer to the grievance shall be given in writing to the employee and shop steward within three (3) days of its submission to said supervisor. If a satisfactory conclusion is not reached in STEP I, the grievance may be submitted, in writing, to the Comptroller.

STEP II

Within three (3) business days from the filing of the answer in Step I, the employee may file a written request for a hearing to the Comptroller. The written hearing request must include a copy of original grievance and answer. The Comptroller shall schedule a grievance hearing with the employee, time and date to be mutually agreed upon. The

employee may be represented at the hearing. The Comptroller may include at the hearing any person he deems to have relevant information regarding the subject matter of the grievance. The Comptroller shall give his/her determination in writing within five (5) business days from said meeting.

STEP III

Any unsatisfactory decision made in STEP II may be appealed in writing within three (3) business days to the Executive Director, who will make a decision, based upon a review of the documents previously submitted, within three (3) business days of submission.

STEP IV

Any unsatisfactory decision made in STEP III may be appealed in writing within three (3) business days to the Board of Commissioners. A request for a hearing before the Commissioners of the AUTHORITY must be presented in writing to the Executive Director and addressed to the Commissioners of the AUTHORITY and all supporting documents must be attached to this request to the Board of Commissioners. Any matter appealed to the Board will be listed for hearing at a regularly scheduled meeting of the Board. The decision of the Board will be submitted to the UNION within three (3) business days of the hearing. The settlement of any grievance agreed upon by the AUTHORITY and the ASSOCIATION shall be final and binding on the AUTHORITY, the ASSOCIATION and the employees involved.

Any grievance of a general nature concerning the interpretation, inequitable application, violation or compliance with this Agreement shall be filed at STEP II without resort to previous steps. For the purpose of the grievance procedure, the ASSOCIATION shall be entitled to process grievances in its own name and, when so doing, shall commence at STEP III. Nothing herein shall be construed to require the ASSOCIATION or any of its representatives to process, or continue to process, any grievance that it deems without merit or contrary to the position of the ASSOCIATION as the exclusive negotiating representative.

Copies of all correspondence relative to any grievance including the grievance, answer, request for hearing and decisions at any step shall be submitted to the Personnel Officer for maintenance in a central grievance file. All time limits in this grievance procedure shall be calculated from the date of filing with the Personnel Officer.

No grievance may be initiated unless it is submitted on a grievance form to be mutually approved by the AUTHORITY and ASSOCIATION.

No employee may submit a grievance without first obtaining the approval to file from the shop steward who must sign the grievance form.

ARTICLE X
SALARY INCREASE AND MERIT PAY PLAN PROGRAM

A. Effective July 1, 1992, the AUTHORITY agrees to pay the administrative and clerical employees a four and two-tenth (4.2%) percent increase in base salary;

B. Effective July 1, 1993, two (2%) percent increase in base salary;

C. Effective July 1, 1993, the parties agree to an implementation of a pilot merit pay system. Employees shall receive a salary increase, in addition to that set forth in B above of the following based upon their evaluation by the AUTHORITY:

Unsatisfactory	0 percent
Satisfactory	1 percent
Good	2 percent
Superior	3.5 percent
Outstanding	5 percent

D. This merit pay system shall continue for July 1, 1994 -- June

30, 1995, but either party shall have the right to reopen by giving notice by June 1, 1994 of their intent to negotiate the merit pay system.

E. The evaluation form which shall be used for the merit pay plan program shall be adopted by the AUTHORITY after consultation with Council 8.

F. The employee shall have the right to appeal their final evaluation to the appropriate department head and/or Executive Director.

G. All employees shall receive an interim evaluation prior to a final evaluation.

ARTICLE XI
PERSONAL DAYS

The AUTHORITY is to allow employees to take three (3) personal days. These days are given on July 1 and must be taken prior to June 30 or they are lost. One personal day will be allowed to be taken as an emergency. At least 48 hours notice will be required to take the other two personal days.

ARTICLE XII
DEATH IN FAMILY

The AUTHORITY will permit a maximum of three (3) days leave to employees in the event of death in the immediate family. The immediate family shall be defined to mean; parents, children, spouse, aunts, uncles, brother or sister, father in-law and mother in-law, as well as grandfather and grandmother as members of the employee's household. As to such grandfather, grandmother, aunts and uncles who are not members of the employee's household, employee shall have one (1) day leave to attend funeral services.

ARTICLE XIII
PRESCRIPTION PROGRAM

The AUTHORITY will provide a prescription program with a two dollar (\$2.00) co-pay for administrative and clerical employees.

ARTICLE XIV
DENTAL PROGRAM

The AUTHORITY will provide a dental program comparable to the program presently in effect by the Municipality.

ARTICLE XV
DISABILITY PLAN

The AUTHORITY shall enroll all employees in the New Jersey State Disability plan and contribute the employer's share of the cost of such plan. The coverage provided by such plan shall be in accordance with the terms of the plan as provided for by law and the regulations of the New Jersey Department of Insurance.

ARTICLE XVI
SICK LEAVE

SECTION 1. Sick leave is the absence of an employee from work because of illness, accident or exposure to contagious disease.

SECTION 2. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The AUTHORITY may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the AUTHORITY.

SECTION 3. Any employee who has been absent on sick leave for a period totalling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

SECTION 4. The AUTHORITY agrees to pay upon retirement one-half of cumulative unused sick time to the maximum permitted by the State of New Jersey guidelines (\$15,000.00 maximum).

SECTION 5. Each employee shall be entitled to fifteen (15) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.

ARTICLE XVII

EYE CARE PLAN

The AUTHORITY will provide an eye glass program through EYE DRx which shall consist of the following vision care services to eligible employees and their dependents.:

- i) comprehensive optometric eye examination
- ii) a pair of single vision lenses, bifocal or trifocals, glass/plastic lenses. (one pair every two years)

If an employee is under the care of his or her private physician for eye treatment then such employee may continue to receive treatment from such physician rather than EYE DRx and receive reimbursement from the AUTHORITY for treatment or prescription glasses in an amount not to exceed seventy-five (\$75.00) dollars.

ARTICLE XVIII
ATTENDANCE AT TRAINING SESSIONS

In the event an employee is required to attend a job related training session, conference or seminar and time, attendance and travel extend the employee's work day by more than one-half hour over his or her regular hours then the employee will be allowed compensation time for the time in excess of one-half hour over the regular work day.

ARTICLE XIX
AGENCY SHOP

The AUTHORITY agrees to recognize Agency Shop Bill 688 pursuant to Chapter 477, P.L. 1979 of New Jersey.

ARTICLE XX
TERM OF AGREEMENT

The terms of this Agreement are applicable for a period of three (3) years beginning July 1, 1992 and ending June 30, 1995.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands
and seals this day of 1992.

HOUSING AUTHORITY OF THE CITY
OF ELIZABETH

ATTEST:

Joseph A. Manfredi
JOSEPH A. MANFREDI
EXECUTIVE DIRECTOR

BY: William R. Zaidel
WILLIAM R. ZAIDEL
CHAIRPERSON

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

BY: Daniel Bragg
DANIEL BRAGG